



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Department of 810 UDOT CEDAR CITY referred to as STATE and the following:
Transportation DISTRICT
Agency Name Agency Code Division
CONTRACTOR Bill Frandsen LEGAL STATUS OF CONTRACTOR
Name
P.O.Box 169
Address
Panguitch Utah 84759
City State Zip Code
Bill Frandsen (435) 676-2664
Contact Person Phone Number
528-807-472 12281B 96225000000
Federal ID# Vendor Number
Commodity Code(s)

2. GENERAL PURPOSE OF CONTRACT:

Provide Animal Carcass Removal Services in southern Utah Areas as Described in Attachment B Scope of Work at a Rate of \$0.40/per mile. This is a Five (5) year contract

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RM-4044
Requisition # RX# 810 46000000050, FY 03, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date 10/31/03. Termination date 10/31/08, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) none.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of 9999999999 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
- B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RM-4044 dated 10/03/03.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Bill Frandsen
Contractor's Signature

Bill Frandsen
Contractor's Name

Owner

Title

David R. Smith

DPH

Director, Division of Purchasing

Director, Division of Finance

ENT'D FEB 22 2005

Marline Johnston
Agency Contact Person

(801) 965-4074
Phone Number

(801) 956-4073
Fax Number

Martyjohnston@ut.gov
E-mail

APR 25 2005

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

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1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah; unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

ATTACHMENT B
SCOPE OF WORK

- (1) **Removal and disposal of animal carcasses from the right of ways of the following State routes in Southern Utah, Cedar City areas.**
 - A. I-15 from milepost 34 to milepost 188
 - B. I-70 from milepost 0.0 to milepost 7.3
 - C. SR-20 from milepost 0.0 to milepost 10.5
 - D. SR-50 from milepost 31 to milepost 50
- (2) Approximate mileage to be paid and covered by this contract will be (381.6) miles round trip.
- (3) The Contractor will patrol all areas (2) times per week, 52 weeks per year.
- (4) Patrols shall be made on Mondays and Fridays of each week, unless changes are pre-approved by the State Representative.
- (5) All patrols shall be made during daylight hours.
- (6) On interstate highways, where lanes are divided, patrols shall be made in alternating directions so that both lanes of the interstate will be patrolled.
- (7) The contractor shall provide all labor and necessary equipment to patrol the designated roadways, and provide disposal of all remains.
- (8) The Contractor shall acquire a "Big Game Highway Mortality Record" from the Division of Wildlife Resources and submit this form to the State on a weekly bases.
- (9) The Contractor shall remove and dispose of any cow carcasses and must obtain clearances from local law enforcement offices as needed.
- (10) The Contractor shall agree to secure and maintain all necessary licenses, permits, and bonds that may required by the State or local authorities to perform this service.
- (11) The selected Contractor agrees to dispose of the carcasses in accordance with all ordinances and laws in compliance with regulations of the State Board of Health.

SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE**

This is a contract purchase to provide the State with animal carcass and disposal for a period of five (5) years.

2. **CONTRACT ACCEPTANCE**

At the time the bid form is signed by the Offer or, the signature of that Offer or will be used as a legally binding signature if awarded the contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offer or for the contract period specified herein.

3. **CONTRACT INCLUSION**

The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become part of this contract as though set forth in full herein.

4. **QUANTITY OR AMOUNT ESTIMATES**

The State does not guarantee to purchase any service under this contract. Estimated contract amounts/quantities are for bidding purpose only and are not to be construed as a guarantee to purchase any service.

5. **WAGES**

The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinance.

6. **INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILL OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, which ever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices. The Contractor will promptly submit invoices to the Utah Department of Transportation, Region Four, Cedar City District, 1470 North Airport Road , Cedar City Utah 84721. The contract and ordering number shall appear on all invoices, bill of lading, and all correspondence relating to this contract. All payments to the Contractor will be remitted by mail.

7. **NON-ASSIGNMENT**

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Manager of the Procurement Supervisor, of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior approval from the Procurement Manager or the Procurement Supervisor, of the Utah Department of Transportation.

8. **NON-COMPLETE CLAUSE**

The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standards Terms and Conditions and will not provide 90 day prior notice to the Contractor .

9. **PRICING**

The contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for One Year .

Any change request on prices must guarantee the price for the same length of time as indicated above and must be made at least ninety (90) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by the Procurement Manager or the Procurement Supervisor of the Utah Department of Transportation.

10. **EMPLOYEE INFORMATION**

The Contractor must provide names and telephone numbers of individual(s) who will be performing these services as outlined in the contract and must immediately notify the State representative of any change of address or change of telephone number of the Contractor and/or the individual(s) performing the service. Failure to do so may be cause for termination. If the State determines to terminate the contract. Paragraph 12 of Attachment A, Standard Terms and Conditions may be superseded and immediate termination may occur.

11. **EMPLOYEE AUTHORITY**

Individual(s) performing services for the Contractor must be given complete authority to work with the State representative in the performance and rating of the services outlined in the contract. The State will not accept responsibility for communication between the Contractor and the Contractor's employees

12. **PERFORMANCE**

An unsatisfactory performance may be cause for termination. If the State determines to terminate the contract do to unsatisfactory performance, Paragraph 12 of Attachment A, Standard Terms and Conditions may be supersede and immediate termination may occur.

13. **FUEL SURCHARGE**

A temporary fuel surcharge of 3% may be added to each haul if fuel prices reach a level to be determined by using the Energy Information Administration web site on date of bid opening.